

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

AGREEMENT.

WHEREAS, I Mary B. Ballenger, am the owner and holder of a promissory note executed to me by E. R. Haynie on the 2nd day of October, 1945, in the amount of Forty-five Hundred Dollars (\$4,500.00), which note is secured by a mortgage on a tract of land containing 49.55 acres in Butler Township, County and State aforesaid, said mortgage being recorded in Mortgage Book 337, page 300, R. M. C. Office for Greenville County; and

WHEREAS, E. R. Haynie is about to lease approximately twenty acres out of said tract to H. D. Hayes for a term of three (3) years; with an option to purchase same at any time during the term of said lease at a price based on One Hundred Seventy-five Dollars (\$175.00) per acre, the leased portion consisting of Lots Nos. 8, 9, 10 and 11 on plat of E. R. Haynie, made by P. B. Wilson, Jr., Surveyor, October, 1945; and

WHEREAS, E. R. Haynie and H. D. Hayes desire me to agree to release from the lien of my said mortgage the twenty (approximately) acre tract upon the payment of a satisfactory sum of money, in the event that H. D. Hayes should exercise his option to purchase, and they also desire me to agree not to foreclose my mortgage as against said twenty acre tract during the life of said option to purchase;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that I, Mary B. Ballenger, in consideration of the premises and the sum of One Dollar to me in hand paid by E. R. Haynie and H. D. Hayes, the receipt of which is hereby acknowledged, do hereby agree that, in the event that H. D. Hayes exercises his option to purchase said twenty acre tract during the term of the above mentioned three year lease, I will execute a proper release of said tract from the lien of my above mentioned mortgage upon payment to me of the sum of Two Thousand Dollars (\$2,000.00); and I further agree not to foreclose my mortgage as against said twenty acre tract during the life of said option.

Reference is made to the Lease and Agreement executed by E. R. Haynie and H. D. Hayes, of even date with these presents, for a fuller description of the twenty acre tract to which this agreement applies.

This agreement shall extend to and be binding upon my heirs, executors, administrators and assigns.

WITNESS my hand and seal this 4th day of May, 1946.

In presence of:

T. M. Ballenger

Mary B. Ballenger (SEAL)

Stephen Nettles

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

PERSONALLY appeared before me Stephen Nettles who on oath says that he saw Mary B. Ballenger sign, seal and as her act and deed deliver the within written instrument, and that he with T. M. Ballenger witnessed the execution thereof.

Sworn to before me this 4th
day of May, 1946.

Stephen Nettles.

Eunice D. Shelton (L. S.)
Notary Public for S. C.

No Stamps.

Recorded May 8th, 1946 at 2:37 P. M. #8078 BY: E.G.